

5. The successful bidder will be required, within fourteen days from the date on which the lease shall be tendered to him by the Board for execution, to sign the same in triplicate. In the event of his failure to do so, the Board may forfeit the rent and lease fee paid by him, and again offer the land for sale at the upset price, freed from any obligations to the defaulting purchaser.

6. The bidding shall be advanced by such sum as the auctioneer may agree to accept, and no bidding shall be retracted.

7. The Board reserves the right to withdraw from sale any lot or lots at any time prior to the auction.

8. The purchaser shall be required, before obtaining his lease, to make a declaration as required by Part XII of the Native Land Act, 1909, and amendments, that he is not the owner or occupier of 5,000 acres of third-class land or its equivalent in other classes of land.

9. The lands are offered under the Native Land Act, 1909, and amendments, and the regulations made thereunder, and purchasers and lessees shall be deemed to be acquainted with the provisions thereof, and be bound thereby as effectually as if such provisions were embodied herein.

10. If, from any cause whatever the Board shall be unable to give the purchaser possession of the land purchased, the purchaser shall be entitled to a refund of the deposit paid by him, but without interest, and no damages shall be claimed by him for the Board's failure to give possession.

11. The purchaser of a lease of any lot on which a valuation for improvements is payable, being the amount specified as such in the First Schedule hereto, shall pay the amount of such valuation to the Board before obtaining his lease. The Board may forego this provision in the event of the purchaser being the person recognized by the Board as having an equitable claim to such improvements.

12. The purchaser of a lease of any lot on which a valuation for timber is payable, as specified as such in the First Schedule hereto, shall be required to pay the same to the Board within two years of the commencement of his lease, or earlier on the timber being cut.

13. The timber lease of Lot 15 will be for a term of ten years from 1st January, 1917, at an annual rental of one-tenth of the price at which the timber is disposed of, with a proviso that should the lessee cut out the timber at a faster rate than one-tenth per annum, the full area cut out shall be paid for immediately, and that the lessee will furnish the Board with a statement at the end of each year showing the area cut out during that period.

As the timber is removed from the land the land will revert to the Board, subject to any necessary tramway rights for the working of the timber remaining.

The lessee will pay local rates levied on the land, or the proportion thereof remaining in timber.

14. The leases will be issued subject to the provisions of the Native Land Acts and the regulations thereunder, and will contain, *inter alia*, the following provisions:—

(a.) The term of the leases (other than the timber lease) will be twenty years from 1st January, 1917, at the rental tendered, with right of renewal for one further term of twenty years at a rental assessed at 5 per cent. of the unimproved value of the land at the time of renewal, such valuation, in the event of dispute, to be determined by arbitration. Compensation for substantial improvement will be allowed to the lessee, as provided in section 263 of the Native Land Act, 1909.

(b.) Lessee will have no right to minerals without special license, but he may use on the land any minerals for any agricultural, pastoral, household, road-making, or building purposes.

(c.) Rent shall be payable half-yearly in advance. Lessee shall not assign the lease without the Board's consent. Lessee shall cultivate in a husbandlike manner and keep land free of noxious weeds. Lessee shall keep fences and buildings in repair.

(d.) Lessee will not be permitted to assign his lease until after two years' occupation of the land.

(e.) Lessee will fence without any right of resort to the Board for contribution on account of the Board owning adjacent land; but the provision shall not deprive the lessee of any rights he may have against any subsequent occupier, other than the Board, of such adjacent land.

15. The leases of Lots 1, 2, 3, 4, 5, 7, and 8 shall be subject to the right of the Board, or its assignee or grantee, to lay tram-lines or use any existing tram-lines thereon, and to all rights appurtenant to the use of such tram-lines.

The lessee shall not be entitled to remove any timber from the areas coloured green on Lots 1, 2, 3, and 4. Such timber is reserved to the Board and its grantee until and unless the Board shall notify the lessee that he may take possession of any such area. Until the lessee shall be notified to take possession of such area, no rental shall be charged thereon.

16. A copy of the lease (other than the timber lease) may be inspected at the post-offices, Ohakune and Raetihi, at the office of the Under-Secretary, Native Department, Wellington, and at the Board's Office, Wanganui.

#### INSTRUCTIONS TO APPLICANTS.

The lands are described for the general information of intending selectors, who are recommended, nevertheless, to make a personal inspection, as the Board is not responsible for the absolute accuracy of any description.

Some areas are liable to slight alterations.

The figures in colour on detail plans correspond with those in the advertisement and on locality plan.

Full particulars may be obtained at the office of the Under-Secretary for Native Affairs, Wellington, and at the office of the Aotea District Maori Land Board, Wanganui.

J. B. JACK,

President, Aotea District Maori Land Board.

#### BANKRUPTCY NOTICES.

##### *In Bankruptcy.*

Estate of ALBERT PAULGER.

NOTICE is hereby given that a first and final dividend of 7d. in the pound is now payable at my office on all proved accepted claims.

Promissory notes must be produced for endorsement.

J. B. RICHARDS,  
8th November, 1916. Deputy Official Assignee.

##### *In Bankruptcy.*

Estate of JAMES SPARKES, of Bluff, Baker.

A FIRST and final dividend of 4s. 5d. in the pound on all proved and accepted claims in above estate is now payable at the office of the undersigned.

Promissory notes (where held) to be presented for endorsement.

CHARLES B. ROUT,  
Deputy Official Assignee.

#### LAND TRANSFER ACT NOTICES.

EVIDENCE of the loss of Lease No. 76654, in favour of ISAAC PHILLIPS, for Allotment 19 of Section 14 of the City of Auckland, having been lodged with me, and application made to register a transmission without production of the aforesaid lease, notice is hereby given of my intention to register transmission accordingly at the expiration of fourteen days from the 16th day of November, 1916.

Dated the 10th November, 1916, at the Lands Registry Office at Auckland.

THOS. HALL,  
District Land Registrar.

EVIDENCE of the loss of certificate of title, Vol. 21, folio 88, of the Register-book, in favour of WILLIAM PATTERSON, Settler, Rangiriri, for Allotment 7 of the Suburbs of Rangiriri, having been lodged with me, and application made to issue a provisional certificate of title, notice is hereby given of my intention to issue a provisional certificate of title accordingly at the expiration of fourteen days from the 16th November, 1916.

Dated the 13th day of November, 1916, at the Lands Registry Office at Auckland.

THOS. HALL,  
District Land Registrar.